

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

MULHOLLAND ENERGY SERVICES, §
LLC, §
§
Plaintiff, § Civil Action No. 5:24-cv-00093-XR
§
v. §
§
KLAUS, INC. §
§
Defendant. §

PLAINTIFF'S ADVISORY TO THE COURT

TO THE HONORABLE JUDGE XAVIER RODRIGUEZ:

In obedience to this Court's order dated October 29, 2024, Plaintiff tenders this advisory to the Court concerning the status of Plaintiff's underlying claims against Klaus, Inc.

1. From the onset of this case, counsel for Plaintiff and Defendant have developed a solid professional relationship through which they have been able to mutually advocate for the interests of their respective clients.
2. During the past several months, Plaintiff is aware that Defendant has been attempting to serve several third parties to this dispute. It is Plaintiff's understanding that non-payment by certain third parties is chief among the reasons why Defendant may have failed to pay the invoices owed to Plaintiff. However, due to some ambiguities in the agreements between Defendant and certain third parties, it is Plaintiff's understanding that Defendant has experienced difficulty determining

the appropriate third-party defendants in this matter. However, as of the date of this filing, it is Plaintiff's understanding that the appropriate parties have been named.

3. While Plaintiff and Defendant believe that the correct Enbridge entity has now been named, that entity has brought a venue challenge. The invoices from Plaintiff to Defendant state Pleasanton, Texas as the location where work was performed. However, there is now a dispute as to whether the goods and services rendered by Plaintiff in this matter were performed entirely in Oklahoma. Plaintiff has not yet been able to fully investigate this issue. However, if the venue challenge of third parties is found to be well taken, settlement of the underlying claim would be complicated by Plaintiff's need to seek counsel licensed to practice law in Oklahoma federal courts.
4. Notwithstanding the venue dispute, counsel for Plaintiff and Defendant discussed today the possibility of reaching an agreement that would resolve the underlying contract claim. While no final agreement has been reached, the undersigned counsel is hopeful that current settlement negotiations will bear fruit.
5. Plaintiff's counsel does not believe mediation would be appropriate until the issue of venue is resolved between Defendant and the third parties. Counsel remains hopeful that the underlying dispute will be resolved prior to the venue issue.

Dated: November 12, 2024

By: /s/ Jason Lee Van Dyke
Jason Lee Van Dyke
Tex. Bar No. 24057426
Magana & Van Dyke, PLLC
1417 E. McKinney St., #110
Denton, TX 76209
P - (940) 382-1976
F - (469) 453-3031
Email: jason@maganavandyke.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on November 12, 2024, a true and accurate copy of the foregoing was served via ECF procedures of this Court to all counsel of record.

/s/ Jason Lee Van Dyke
JASON LEE VAN DYKE